



Continuation of Essential DoD Contractor Services During Crises



Overview

- Purpose
- Briefing Limitations
- DoD Policy
- Guidelines
- Procedures
- Contract Clause
- Lessons Learned
- Scenarios
- Summary



Purpose

This briefing is intended to familiarize contingency contracting officers with roles, responsibilities, and procedures for continuation of essential DoD contractor services during crises.



Briefing Limitations

This briefing provides an overview of DoDI 3020.37 requirements. However, it also incorporates real world experiences and lessons learned. Actual experiences by deployed CCOs may differ depending on their deployed location, supporting command, and other factors. CCOs with different experiences and lessons learned should convey those to their UDM in an effort to continually improve training.

There is no substitute for reading the DoD



DoD Policy

- Contractors providing services designated as essential by a DoD Component are expected to use all means at their disposal to continue to provide such services, *in accordance with the terms and conditions of the contract* during periods of crisis, until appropriately released or evacuated by military authority.
- For situations where the cognizant DoD Component Commander has a reasonable doubt about the continuation of essential services during crisis situations by the incumbent contractor, the Commander shall prepare a contingency plan for obtaining the essential service from alternate services (military, DoD civilian, host-nation, other contractor(s)).



Guidelines

- Provide civilians training on their responsibilities
 - Standards of conduct
 - Skills Needed if they become a Prisoners of War
- Issue civilians same defensive personal protective gear
- Provide same immunizations given to military in theater
- Provide cultural awareness training
- Ensure issuance of DD Form 489 (Geneva Convention Cards), passports, visas, and country clearances IAW Foreign Area Clearance Guide
- Ensure contractors fill out DD Form 93, record of Emergency Data
- Ensure procedures established for contractor casualty notification



Procedures

- Identify services designated as mission essential in the contract
- For situations where reasonable assurance of continuation of essential services cannot be obtained—
 - Obtain military, DoD civilian, or host-nation personnel to minimize or prevent any disruptions
 - Prepare a contingency plan for obtaining services from another source
- Ensure contractors providing mission essential services identify their employees having military mobilization recall commitments and have adequate plans for replacing those employees
- Ensure information on contractor-employee benefits due to war, under 33 USC 901 and 42 USC 1651 and 1701, is developed and in writing to all affected employees



Contract Clause

- **AFFARS 5352.223-9002 -- Requirements Affecting Contractor Personnel Performing Mission Essential Services (Apr 2003)**

(a) The Contracting Officer has identified all or a portion of the services performed under this contract as "Essential DoD Contractor Services" as defined and described in DoD Instruction (DoDI) 3020.37, "Continuation of Essential DoD Contractor Services During Crises." Hereafter, the personnel identified by the contractor to perform these services shall be referred to as "Mission Essential Contractor Personnel."

- (b) Within (insert the number of days required to institute any necessary safety and health precautions) days after contract award or incorporation of this clause into a contract by modification, the Contractor shall provide a written list of all "Mission Essential Contractor Personnel" to the Contracting Officer or designee. The list shall identify names and country(ies) where each employee will perform work under this contract.

- (c) As required to comply with or perform pursuant to DoD or Air Force requirements, the contracting officer shall direct the contractor to comply with requirements intended to safeguard the safety and health of Mission Essential Contractor Personnel. The Contracting Officer may communicate the requirements through a letter of notification or other means, and subsequently modify the contract to incorporate the requirements via full text or by reference. The Contractor may file a proposal for cost or other impacts under the Changes clause or a Request for Equitable Adjustment.

- (d) This clause shall be inserted in all subcontracts meeting the criteria in paragraph (a) of this clause.

- (End of clause)



Lessons Learned

- Ensure personnel office has procedures in place for processing in/out contractor personnel (i.e. maintains Letters of Identification, POC information, etc.)
- Ensure a roster exists containing phone numbers and e-mail addresses for the Procuring and Administrative Contracting Officers providing any support to your location



Scenarios

Scenario 1: In anticipation of impending hostilities, your Wing Commander has tasked all his or her squadron commanders to (1) review the DoD and other contractor support they receive and (2) report any mission essential services performed by contractor. As the chief of the contracting office, what action would you take?

Scenario 2: In response to the aforementioned tasking, the civil engineering squadron commander claims that the base consolidated services contract (which includes waste removal, general policing, dormitory cleaning, and non-potable water) is mission essential. The contract is performed by a non-US company. The bulk of the contractor labor force consists of poorly educated third country nationals. Do you agree with this recommendation. Why or why not? What are some factors you would consider? What approach would you take?



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